

STEPHEN P. TEALE DATA CENTER

P.O. BOX 1810

RANCHO CORDOVA, CA 95741-1810

(916) 464-4177 (Office)

(916) 464-4298 (Fax)



May 10, 2004

Dear Customer:

Subject: 2004/2005 Agreement Package for non-State customers

The Stephen P. Teale Data Center 2004/2005 Agreement package is enclosed for your review and signature.

Annual Agreements are normally established on a fiscal year basis (July 1 – June 30); however, they may cover any time period and may be completed for multiple years. All fiscal year Agreements must be renewed prior to the beginning of each fiscal year and multi-year Agreements are renewed prior to the end of their term. Please note, the expiration date on all approved Agreements may be extended by an amendment by submitting a Standard Agreement Amendment (STD 213A).

Furthermore, services will be billed in accordance with Teale's billing rates, as posted on Teale's web site at www.teale.ca.gov/services/billing. Customers are required to submit timely payment in order to avoid interruption of Teale services.

Please complete and return four (4) Agreement packages with original signatures no later than June 30, 2004, to the address below:

Stephen P. Teale Data Center
Procurement Services Branch
P.O. Box 1810
Rancho Cordova, CA 95741-1810
Attention: Jeanette Criswell (MS C3)

Once the Agreement package is fully executed, three (3) original copies will be returned to the attention of the designated Contract Administrator.

If you have any questions, please contact Jeanette Criswell, Contract Analyst, at (916) 464-4177, or by email at <mailto:jeanette.criswell@teale.ca.gov>.

A handwritten signature in dark ink, appearing to read "Debra Gonzales".

DEBRA GONZALES, Chief

Bureau of Administration

TDC 002 (rev. 11/03)

Enclosures

TEALE AGREEMENT INSTRUCTIONS

These instructions apply to Agreements submitted by customers for Teale services beginning on or after July 1, 2004.

The entire Agreement package is available to download from Teale's web page at: www.teale.ca.gov/resources/nonstate04.05.pdf.

STANDARD 213 - STANDARD AGREEMENT

- The Standard 213 is the cover page for the Agreement to which the exhibits are attached.
- Sections titled "STATE AGENCY NUMBER" and "CONTRACTOR NUMBER," are provided for the identifying numbers.
- The term date is normally established by fiscal year (July 1 – June 30); however, a multi-year Agreement may be established.
- The encumbrance amount of your Agreement may be estimated based upon Teale's current rate schedule, which can be viewed at: www.teale.ca.gov/services/billing.

EXHIBIT A - STATEMENT OF WORK

- Contact information must be provided to Teale for recordkeeping purposes.

EXHIBIT B - BUDGET DETAIL AND PAYMENT PROVISIONS

- Teale will render invoices on a month-to-month basis and the Contractor agrees to pay monthly.

EXHIBIT C - GTC 304 – GENERAL TERMS AND CONDITIONS

- References the DGS-OLS General Terms and Conditions, effective March 1, 2004.

EXHIBIT D - SPECIAL TERMS AND CONDITIONS

- The completion of item #8, Funding Inquiry, is required in order to maintain funding information. The completion of item #9, Operational Recovery Inquiry, is critical information to Teale for planning and meeting customer demand/requirements for these essential services.

EXHIBIT E - ALTERATIONS TO AGREEMENT

- If this Exhibit is to be included in the Agreement, check the appropriate box on STD 213.
- Proposed alterations to the Agreement are subject to negotiation and approval by both parties.
- Include form Exhibit E only if alterations are proposed.

EXHIBIT F - SECURITY COMPLIANCE STATEMENT

- The Information Security Officer or designee must sign and complete the Security Compliance Statement.

EXHIBIT G - SERVICE STANDARDS AND SERVICE LEVEL OBJECTIVES

Teale has established Service Standards and Service Level Objectives (SLO) outlining the levels of service that will be delivered under this Agreement. These SLOs are hereby incorporated by this reference as if fully set forth herein. The SLO may be periodically modified or amended by Teale. Customers will be notified of any such changes. Modifications and/or amendments will be posted on Teale's web page with a revision date at: www.teale.ca.gov/resources/slo.pdf.

ALTERATIONS TO AGREEMENT – STD 213 TERMS AND CONDITIONS*

***Please note: These proposed changes must be accepted by both parties, in writing, before they become a part of this Agreement.**

STANDARD AGREEMENT

STD 213 (Rev 06/03)

STATE AGENCY NUMBER	CONTRACTOR
SCPRS REGISTRATION NUMBER	
EXEMPT – NON-STATE CUSTOMER	

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

STEPHEN P. TEALE DATA CENTER

CONTRACTOR'S NAME

2. The term of this Agreement is: 07/01/2004 through 06/30/2005



3. The maximum amount of this Agreement is: \$

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Statement of Work	1 page
Exhibit B – Budget Detail and Payment Provisions	1 page
Exhibit C* – General Terms and Conditions	GTC 304
This document can be viewed at: http://www.documents.dgs.ca.gov/ols/GTC-304.doc	
Exhibit D – Special Terms and Conditions	2 pages
Exhibit E – Alterations to Terms and Conditions (if applicable)	<input type="checkbox"/> Check box if attached
Exhibit F – Security Compliance Statement	1 page
Exhibit G* – Service Standards and Service Level Objectives	
This document can be viewed at: www.teale.ca.gov/resources/slo.pdf	

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		California Department of General Services Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		<p>Agreements over \$50,000 are exempt from DGS approval per Delegation DIA-001.</p> <p>Agreements under \$50,000 are exempt from DGS approval per SCM 4.04.5.A.</p>
STATE OF CALIFORNIA		
AGENCY NAME		
STEPHEN P. TEALE DATA CENTER		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
DEBRA GONZALES, CHIEF, BUREAU OF ADMINISTRATION		
ADDRESS		
P.O. BOX 1810		
RANCHO CORDOVA, CA 95741-1810		

STATEMENT OF WORK

1. This Agreement is entered into by and between _____
(hereinafter referred to as the Contractor) and the State of California (hereinafter referred to as the "Stephen P. Teale Data Center" or "Teale") for the Contractor to obtain information technology services, materials or equipment. This Agreement specifies by whom the work shall be performed and the time for performance including the date of completion, if applicable. If not set forth in the Agreement with sufficient specificity, this Agreement shall be augmented through the Teale Service Request (SR) process with any resulting mutually agreed contractual terms becoming a part of this Agreement as if fully set forth herein. The Agreement also provides for payment for these services pursuant to State Administration Manual (SAM) 8752-8752.1 and Section 3.03 of the State Contracting Manual.
2. Teale agrees to:
 - A. Provide efficient and effective services in accordance with Government Code sections 11792-11794, et seq., to the above-named Contractor. In addition, Teale is committed to providing a high level of quality service. In order to achieve these goals and to ensure a clear understanding of the Contractor's business requirements, Teale provides Customer Representatives to:
 - 1) Maintain a continual working relationship with the Contractor.
 - 2) Coordinate joint development of work plans.
 - 3) Develop partnerships to reach shared objectives.
 - B. Teale management is also available to consult with contractors to assist them in developing strategies for future information technology projects.
3. The contract managers during the term of this Agreement will be:

STEPHEN P. TEALE DATA CENTER:

CONTRACT ADMINISTRATOR:	CUSTOMER REPRESENTATIVE:
JEANETTE CRISWELL, CONTRACT ANALYST PROCUREMENT SERVICES BRANCH	CUSTOMER RELATIONS DIVISION
P.O. BOX 1810 RANCHO CORDOVA, CA 95741-1810	P.O. BOX 1810 RANCHO CORDOVA, CA 95741-1810
PHONE: (916) 464-4177 FAX (916) 464-4298 EMAIL: MAIL-TO:JEANETTE.CRISWELL@TEALE.CA.GOV	PHONE: (916) 464-3967 FAX (916) 464-4287 EMAIL:

CONTRACTOR:

CONTRACT ADMINISTRATOR:	ACCOUNTING CONTACT:
ADDRESS:	ADDRESS:
PHONE:	PHONE:
FAX:	FAX:
EMAIL:	EMAIL:

TECHNICAL CONTACT:	ADDITIONAL CONTACT:
ADDRESS:	ADDRESS:
PHONE:	PHONE:
FAX:	FAX:
EMAIL:	EMAIL:

BUDGET DETAIL AND PAYMENT PROVISIONS

1. GENERAL CONTRACTOR OBLIGATIONS

- A. Return completed Fiscal Year Agreement renewal package to Teale no later than June 30, 2004. Services that are provided under the previous year Agreement may be terminated as of midnight June 30, 2004, unless the Agreement has been received or the Contractor has submitted a formal letter of intent to process an Agreement to Teale by close of business on June 30, 2004. For Agreements expiring on a date different than Fiscal Year end, the renewal must be received no later than 30 calendar days prior to the expiration date of the Agreement. Services provided under the Agreement may be terminated as of midnight on the expiration date, unless a formal letter from the Contractor stating intent to renew the Agreement is received by Teale, by close of business on the expiration date. Any costs incurred by Teale on behalf of the Contractor after the expiration date will be billed to the Contractor with full payment due within 30 calendar days.
- B. Contractors must provide 45 calendar days cancellation notice for specific services to be terminated. Lead-time for cancellation of services is vendor-dependent and may require additional lead-time for processing termination documents. Notification to terminate services must be submitted to Teale via Service Request form (TDC 098). The targeted completion date noted on the Service Request must allow time for the lead-time required to cancel services. Due to the daily accumulation of system utilization and cost activity within the billing system, retroactive termination of services will not be considered. For additional information regarding lead-times for canceling services, please contact your Customer Representative.
- C. Contractors are required to submit payments for services billed at the specified rates. Failure to submit payments within 90 calendar days of receipt of invoice constitutes grounds for termination of service. After 90 calendar days, Teale will not process SRs until such time as the Contractor has fully paid all outstanding accounts with Teale. Use of services and goods provided by Teale to the Contractor constitutes an obligation which must be paid. Cancellation of service as a result of a lack of payment shall obligate the Contractor to return to Teale the products and/or goods supplied pursuant to this Agreement at the Contractor's sole expense.

2. INVOICING

- A. For services rendered in accordance with this Agreement upon receipt of appropriate invoices, the Contractor agrees to compensate Teale for actual expenditures incurred in accordance with the rates specified herein.
- B. Invoices shall include the Teale Data Center Agreement Number and shall be submitted in duplicate not more frequently than monthly in arrears to the accounting contact identified in Exhibit A.

3. PAYMENT TERMS

- A. Costs for this Agreement shall be computed in accordance with SAM sections 8752 and 8752.1.
- B. The cost of performance is based upon Teale's Billing Rate Schedule. The rates are subject to change upon 30 calendar days' prior written notice from Teale. These rates may be viewed on Teale's web site at:
www.teale.ca.gov/services/billing.
- C. Contractor agrees to pay monthly upon receipt with Teale rendering invoices monthly in arrears to the Contractor on a month-to-month basis up to the total amount of this Agreement.

4. CONTRACTOR RESPONSIBILITY

It will be the responsibility of the Contractor to notify Teale in writing within five (5) working days after receipt/installation of goods or services from another agency/vendor (i.e., equipment, telephone lines, software products). Such notification should be sent to:

Stephen P. Teale Data Center
P.O. Box 1810
Rancho Cordova, CA 95741-1810
Attn: Bureau of Finance/Administrative Services Unit

GTC 304 — GENERAL TERMS AND CONDITIONS

This document can be viewed at: <http://www.documents.dgs.ca.gov/ols/GTC-304.doc>

SPECIAL TERMS AND CONDITIONS

1. AUTHORITY TO ENTER INTO AGREEMENT

Contractor hereby warrants and represents that it has the budget and project approvals necessary for Teale services covered under this Agreement. Contractor further warrants and represents that sufficient monies have been approved by the state or federal governmental agencies, and are available to the Contractor to fund the expenditures for Teale services covered under this Agreement. Contractor acknowledges that it is acting in an independent capacity in signing this Agreement and not as agents or employees of Teale.

2. CONFIDENTIALITY

Based on the specific requirements and intent of Government Code sections 11792-11794, et seq., and sections 4840, et seq., of the State Administrative Manual, Teale hereby agrees to provide required security to ensure the confidentiality, integrity, availability (within the resources that Teale manages), physical security, and safekeeping of all data, information, files and documents while in its possession. All sensitive data, documentation or other information, which are designated confidential by the Contractor and is made available to Teale in order to carry out this Agreement, will be protected by Teale from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as used by the Contractor. The identification of all such confidential data and information, as well as the Contractor's procedural requirements for protection of such data and information from unauthorized use and disclosure, will be provided in writing to Teale by the Contractor. Contractor will have the opportunity to review, then accept security procedures that are relevant to their data. Upon written request from the Contractor, Teale will provide instructions and limited assistance to implement the necessary level of data security without charge. If the Contractor does not provide Teale with any unique or special procedural requirements for the protection of its data, the Contractor will be deemed to have accepted the security procedures used by Teale. Instructions and/or assistance in excess of four hours in any one month will be charged at the consultant rate itemized in the rate schedule for Teale services.

3. EXAMINATION AND AUDIT

In accordance with Government Code section 8546.7, Teale and the Contractor jointly agree that the Bureau of State Audits (BSA) will have the right to review, obtain and copy all records pertaining to performance of the Agreement. Teale and Contractor agree to provide or otherwise make available to the BSA any relevant information requested and shall permit the BSA access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts and other material that may be relevant to this Agreement. Teale and Contractor further agree to maintain such records for a period of three (3) years after final settlement under the Agreement.

4. COPYRIGHT INFRINGEMENT

Pursuant to Executive Order D-10-99 and Management Memo 02-16, Contractor acknowledges that the use of licensed products in violation of a valid licensing Agreement could subject Teale to third party lawsuits. Therefore, Contractor agrees that it will not duplicate, copy or otherwise reproduce any proprietary software products supplied pursuant to this Agreement without the express written consent of the owner of the software. Contractor further agrees that it will use any such software products in strict compliance with the terms of any license provided by the owner of the software. Contractor further agrees that its use of any such licensed software products will not violate any applicable copyright, trademark, trade name, patent or similar legal right.

In the event Teale is sued by a third party as a result of Contractor's misuse of any proprietary materials or products supplied under this Agreement, Contractor agrees to indemnify, defend and hold harmless the Stephen P. Teale Data Center from any and all claims and losses regarding Contractor's violation of software licenses, copyrights, trademarks, trade names or any proprietary data, information or materials designated as confidential and supplied under this Agreement. If litigation arises as a result of Contractor's breach of these obligations, Contractor will pay all litigation expenses, including reasonable attorney and expert witness fees (as permitted by law), incurred by Teale in defense or settlement of the legal action or proceeding.

5. LIMITATION OF LIABILITY

Teale shall not be liable for any activity involving Contractor's installation of the product, Contractor's use of the product, nor the results obtained from such use. Teale shall not be liable for any unauthorized access to Contractor data or any unauthorized disclosure of Contractor data resulting from the Contractor's use of any product. The limitation of liability provided for by this section shall not apply to any unauthorized access to Contractor data or any unauthorized disclosure of Contractor data that is caused by the negligent or intentional misconduct of Teale, its officers, employees or agents.

IN NO EVENT SHALL TEALE BE LIABLE TO THE CONTRACTOR FOR CONSEQUENTIAL DAMAGES EVEN IF NOTIFICATION HAS BEEN GIVEN AS TO THE POSSIBILITY OF SUCH DAMAGES.

6. DIGITAL CERTIFICATE SERVICES INDEMNITY

To the extent that this Agreement involves digital certificate services, Contractor shall be solely liable for any loss, damage or claim of loss or damage resulting from the acquisition, installation, provision or use of any digital certificate services provided by Teale. Contractor acknowledges that Teale has made no representations or warranties of any type regarding the use of digital certificates or the possible level of information security provided by such certificates. Contractor shall indemnify, defend and hold Teale harmless from any and all claims for invasion of privacy, improper release, dissemination, or distribution of confidential, restricted, defamatory, or proprietary information or data, or any other similar claim for injury or loss, arising from Contractor's use of any digital certificate services provided by Teale under this Agreement. The limitation of liability provided for by this section shall not apply to any unauthorized access to Contractor data or any unauthorized disclosure of Contractor data that is caused by the negligent or intentional misconduct of Teale, its officers, employees or agents.

7. VIRTUAL PRIVATE NETWORK SERVICES INDEMNITY

To the extent that this Agreement involves Virtual Private Network (VPN) services, Contractor shall be solely liable for any loss, damage, or claim of loss or damage resulting from the acquisition, installation, provision or use of any VPN services received under this Agreement. Contractor acknowledges that Teale has made no representations or warranties of any type regarding the use of VPN or the possible level of information security provided by such VPN. Contractor shall indemnify, defend and hold Teale harmless from any and all claims for invasion of privacy, improper release, dissemination, or distribution of confidential, restricted, defamatory, or proprietary information or data, or any other similar claim for injury or loss, arising from Contractor's use of any VPN services provided under this Agreement. The limitation of liability provided for by this section shall not apply to any unauthorized access to Contractor data or any unauthorized disclosure of Contractor data that is caused by the negligent or intentional misconduct of Teale, its officers, employees or agents.

8. FUNDING INQUIRY

Teale is required to maintain funding information for federal audit purposes.

- A. Does your agency receive any federal funds? Yes _____ No _____
B. If yes, does funding for this Agreement contain any federal funds? Yes _____ No _____
C. If yes, what dollar amount received by Teale is federal money? \$ _____

9. OPERATIONAL RECOVERY INQUIRY

Teale offers Operational Recovery Hot Site Services. Quotations for this service will be provided by Teale's Operational Recovery Coordinator and are based on agency individual requirements.

- A. Does your agency plan to use this service during the term of this Agreement? Yes _____ No _____
B. If yes, are funds included in this Agreement for these services? Yes _____ No _____
C. If no, when will the Agreement be amended to add funds for these services? Date _____

In order to provide for the emergency restoration of Contractor's systems in the event of a disaster, Contractor must separately subscribe to the Operational Recovery Services offered by the Teale Data Center. If Contractor has not subscribed to these Operational Recovery Services, Contractor's operations may not be restored for a significant length of time and Teale will not be responsible for the proper operation of Contractor's systems in the event of a disaster.

SECURITY COMPLIANCE STATEMENT

Entities requesting to connect their networks or their network devices to the Teale Data Center network or resources accessible on Teale's network, must comply with the following basic information security requirements. These requirements will be included in any Agreement or contract with an entity that includes the provision of connectivity to Teale or a resource accessible on Teale's network.

A. Firewalls - This requirement provides a reliable mechanism to help protect Teale and its contractors' information and information processing resources from unauthorized access to, and denial/disruption of services or systems.

- **Definition** - A firewall is a computer or system of computers designed to restrict network traffic in order to prevent unauthorized access to or from a private network. Firewalls can be implemented in both hardware and software, but are strongest when implemented as a hardware/software combination.
- **Requirements** - Any network used by a contractor to connect to Teale information resources will be protected by at least one firewall system properly situated to examine traffic between the network and each external network entry point. The Contractor shall ensure that firewalls include, at a minimum, provisions for packet filtering, application gateway security mechanisms and circuit-level gateways.

B. Physical Security - This requirement ensures that the hardware that permits network access to Teale Data Center is adequately protected to prevent harm to the physical components that enable connectivity between the Contractor's network and Teale Data Center.

- **Definition** - Physical Security involves measures taken to prevent physical access, which may allow loss of or damage to, the system or the information stored on it.
- **Requirements** - Physical access to network components, servers and data storage components used in conjunction with access to Teale Data Center information resources should be limited to the appropriate designated staff who implement and maintain the components.

C. Access Control - This requirement ensures that policies, procedures and technology mechanisms are in place for Teale's contractors only to limit access to the Teale Data Center's network and the information resources in Teale's custody to those authorized individuals or entities.

- **Definition** - Access control includes processes and systems to determine which system resources, application functions and information must be restricted to certain customers, business partners, and contractors; and to allow access by those contractors while preventing access by others.
- **Requirements** - Access to information designated as private or confidential must be limited to those individuals or entities specifically authorized to access that information. Access to system functions and processes under Teale Data Center's custody that can affect the availability, functionality or security of departmental information or information resources should be restricted to those individuals who require that access in order to perform duties essential to the operation and maintenance or use of that system.

Teale is requiring Security Compliance for audit purposes.

- ☐ Contractor is in full compliance with the aforementioned security requirements.
- ☐ Contractor is not in full compliance, however, will contact Teale's Information Security Office at (916)464-3672 to develop a plan of action for compliance with the security requirements.
- ☐ Not Applicable - Customer does not have a network connection to Teale Data Center.

Information Security Officer Signature

Date

SERVICE STANDARDS AND SERVICE LEVEL OBJECTIVES

This document can be viewed on Teale's web page at: www.teale.ca.gov/resources/slo.pdf